

**ARTICLE XXXIII**  
**OSS - OPERATIONS SUPPORT SYSTEMS**

**33.0 Operations Support Systems**

**33.1 Introduction**

33.1.1 This Article sets forth terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will provide access to Operations Support Systems (OSS) interfaces and the related functions for pre-ordering, ordering, provisioning, maintenance/repair, billing, of customer usage data, and account maintenance.

33.1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

SBC-12STATE - As used herein, SBC-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

SBC-8STATE - As used herein, SBC-8STATE means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

SBC-7STATE - As used herein, SBC-7STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

SBC-SWBT - As used herein, SBC-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

SBC-AMERITECH - As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

PACIFIC - As used herein, PACIFIC means the applicable above listed ILEC doing business in California.

NEVADA - As used herein, NEVADA means the applicable above listed ILEC doing

business in Nevada.

SNET - As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.

### **33.2      Definitions**

33.2.1 "LSC" means the Local Service Center (LSC) for SBC-12STATE and the Local Exchange Carrier Center (LECC) for SNET.

33.2.2 "LOC" means the Local Operations Center (LOC) for SBC-13STATE.

33.2.3 "MCPSC" means the Mechanized Customer Production Support Center (MCPSC) for SBC-13STATE.

### **33.3      General Conditions**

33.3.1 For Resale services, UNEs, LNP and interconnection trunk orders not supported via an electronic interface for the preorder, ordering and provisioning processes, SBC-13STATE and CLEC will use manual processes. Should SBC-13STATE develop electronic interfaces for these functions for itself, SBC-13STATE will offer electronic access to CLEC within the specific region that the OSS is made available. In addition to the electronic Interfaces, SBC-13STATE shall provide manual processes available to other CLECs for preordering, ordering, provisioning, and billing functions via SBC-13STATE's LSC or LECC, and for repair and maintenance functions through SBC-13STATE's LOC. CLEC shall use electronic interfaces for OSS unless the electronic interfaces are temporarily unavailable or where a given order cannot be processed electronically or where CLEC provides a forecast for manual orders, provided, however, that the Parties agree to work together to develop a plan to migrate orders that CLEC has elected to submit via manual processes to electronic processes within 12 months. Should CLEC use manual processes, CLEC shall pay any State Commission-approved additional charges associated with these manual processes.

33.3.2 When SBC-13STATE introduces electronic interfaces, in accordance with the Change Management Process referenced in **Section 33.3.12** below, those interfaces will be deemed automatically added to this Article, upon request of CLEC unless SBC-13STATE believes there are essential terms and conditions unique to the new interface that are not included in this Article. In such case, SBC-13STATE shall use its good faith reasonable efforts to notify CLEC and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.

33.3.2.1 If the Parties have reached agreement on any necessary amendment, and have filed the amendment for Commission approval, but the amendment is not yet effective, then the Parties may agree to implement the amendment rates, terms, and conditions upon making available the OSS to CLEC. If, for any reason, the Parties are unable to reach agreement on the amendment rates, terms, or conditions, in time for the amendment to become effective (under

state Commission rules) on or before the date that the new interface is scheduled to be available for use by CLECs, then, at CLEC's option, CLEC may agree to SBC-13STATE's proposed amendment rates, terms, and conditions on an interim basis with a retroactive true-up to the effective date of such interim amendment based upon the final amendment that subsequently becomes effective between the Parties.

33.3.2.2 SBC-13STATE shall use its good faith reasonable efforts to propose the essential terms and conditions as soon as such terms and conditions are defined, with a target of three (3) months prior to the scheduled release date for the new interface.

33.3.3 When SBC-13STATE retires Interfaces in accordance with the Change Management Process referenced in **Section 33.3.12** below, those Interfaces will be deemed automatically deleted from this Article.

33.3.4 Proper Use of OSS interfaces:

33.3.4.1 For SBC-13STATE, CLEC agrees to utilize SBC-13STATE electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services, UNEs, local number portability and interconnection trunk orders from SBC-13STATE pursuant to this Agreement and applicable tariffs. **Article XXVIII** shall apply to any disputes which arise under this Article, with the exception of disputes related to the improper use of or access to CPNI or any alleged non-compliance with SBC-13STATE's security guidelines.

33.3.4.2 In the event SBC-13STATE has good cause to believe that CLEC has used SBC-13STATE OSS in a way that conflicts with this Agreement or Applicable Law, SBC-13STATE shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to SBC-13STATE's Notice of Misuse, which shall be provided to SBC-13STATE within twenty (20) days after receipt of the Notice of Misuse. In the event CLEC agrees with SBC-13STATE's allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.

33.3.4.3 **Article XXVIII** shall apply to any disputes which arise under this Article, including disputes related to the alleged improper use of or access to CPNI or any alleged non-compliance with SBC-13STATE's security guidelines. Except as otherwise set forth in this Article, CLEC's liability for improper or unauthorized use of or access to SBC-13STATE's OSS shall be as follows: CLEC shall be responsible for and shall indemnify SBC-13STATE against any cost, expense or liability relating to any unauthorized entry or access into, or improper use or manipulation of SBC-13STATE's OSS by CLEC employees or persons using authorization granted to that person by CLEC to access SBC-13STATE's OSS and shall pay SBC-13STATE for any and all damages caused by such unauthorized entry, improper use or manipulation of SBC-13STATE's OSS.

33.3.5 In the event CLEC does not agree that CLEC's use of SBC-13STATE's OSS is inconsistent with this Agreement or Applicable Law as alleged by SBC-13STATE, then the Parties agree to the following steps:

33.3.5.1 If such alleged misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse. SBC may invoke the dispute resolution process in **Article XXVIII** to devise such remedy.

33.3.5.2 To remedy the alleged misuse for the balance of the Agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement.

33.3.6 Upon notice and good cause shown, SBC-13STATE shall have the right to conduct an audit of CLEC's use of the SBC-13STATE OSS. As used in this **Section 3.7**, the term "good cause" means that a reasonable person would consider that an audit of CLEC's use of the SBC-13STATE OSS is justified under the circumstances that exist at the time SBC-13STATE elects to conduct such an audit. Such audit shall be limited to auditing those aspects of CLEC's use of the SBC-13STATE OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. SBC-13STATE shall give ten (10) days advance written notice of its intent to audit CLEC ("Audit Notice") under this **Section 33.3.6**, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC-13STATE's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide SBC-13STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at SBC-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC-13STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC-13STATE, or any SBC affiliate.

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33.3.8 OSS Access to CPNI:

33.3.8.1 Within SBC-13STATE regions, CLEC's access to pre-order functions described in **Sections 33.4.2.2** and **33.4.3.2** will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's end user where CLEC has obtained an authorization for release of CPNI from the end user in accordance with applicable law and has obtained an authorization to become the end user's local service provider.

33.3.8.2 This Section applies to PACIFIC ONLY. For residence end users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of PACIFIC, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such

information via an electronic interface, CLEC shall have obtained an authorization to become local service provider of the end user. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless PACIFIC against any claim made by a residence end user or governmental entity against PACIFIC or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this Section.

33.3.8.3 Throughout SBC-13STATE region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds SBC-13STATE harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

33.3.9 SBC-13STATE will provide CLEC with access to the Interfaces during the hours of operation posted in the Handbook on the CLEC Online Website. Changes to hours of operation will be handled in accordance with the Change Management Process.

33.3.10 SBC-13STATE shall provide support for the Interfaces described in this Article. In accordance with the SBC-13STATE Change Management Process, CLEC will provide a single point of contact for issues related to the Interfaces. This point of interface is known as the CMP SPOC. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. SBC-13STATE shall list the business days and hours for each call center in SBC-13STATE's CLEC Handbook (CLEC Online website) and notice any changes via Accessible Letter. Minimum hours of operation for each center shall be:

IS Call Center: 7 days per week, 24 hours per day

LSC, LECC, MCPSC: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable timezone)

LOC– Maintenance: 7 days per week, 24 hours per day

LOC– Provisioning: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable timezone)

The Parties shall ensure adequate coverage in its service centers during these minimum hours.

33.3.11 SBC-13STATE and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.

33.3.12 The Parties will follow the final adopted guidelines of Change

Management as may be modified from time to time in accordance with the Change Management principles. Those guidelines (or any successor), as they may be modified from time to time, are incorporated into this Agreement by reference as if fully set forth herein.

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33.3.14 CLEC is responsible for obtaining operating system software and hardware to access SBC-13STATE OSS functions as specified in **Sections 33.10** and **33.11** of this Article.

33.3.15 For all SBC states, the performance measures and remedy plans applicable to the OSS interfaces shall be as agreed between the parties in the relevant state-specific interconnection agreements, if any.

33.3.16 SBC-13 STATE will recognize CLEC as the customer of record for CLEC's local exchange line subscribers for all services ordered by CLEC under this agreement and will send all notices, invoices and pertinent information directly to CLEC. Except as otherwise specifically provided in this Agreement, CLEC shall be the single point of contact for all CLEC end users as to the services for which CLEC is the authorized service provider. Each Party shall refer all questions regarding the other Party's service or product directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services: (i) provide such numbers to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party, or its products or services.

33.3.17 Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing the end user's local service provider to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. If an end user initiates a challenge to a change in its local exchange service provider, or if otherwise required by law or a regulatory authority, the Parties shall cooperate in providing each other information about the end user's authorization for the change.

33.3.18 For ease of administration, this Article contains certain specified rates, terms and conditions which apply only in a designated state ("state-specific terms"). To the extent that this Article contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Article is submitted for approval under Section 252(e) of the Act. State specific terms have been negotiated by the Parties only as to the states where this Article has been executed, filed and approved. When the parties negotiate an OSS Attachment for an additional state, neither Party shall be precluded by any language in this Article from negotiating state-specific terms for the state in which they are to apply.

#### **33.4 Pre-Ordering.**

33.4.1 SBC-13STATE will provide real time electronic access to pre-order

functions to support CLEC's orders. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. SBC-13STATE will make the following pre-order functions available to CLEC.

**33.4.2 Pre-ordering functions for Resale Services and UNEs include:**

33.4.2.1 Feature/Service Availability:

33.4.2.1.1 Feature Inquiry provides SBC-12STATE with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable). For SNET, features will be available based on NPA-NXX.

33.4.2.1.2 PIC/LPIC Inquiry provides SBC-12STATE Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

33.4.2.2 Customer Service Information - CSI Inquiry:

Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for SBC-12STATE, pending service order activity is included. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in **Section 33.3.2** of this Article.

33.4.2.3 Telephone Number Inquiry:

SBC-13STATE provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform PreOrder Interfaces, SBC-AMERITECH also provides a Telephone Number Confirmation Inquiry function.

33.4.2.4 Scheduling Inquiry/Availability:

33.4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

33.4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

33.4.2.5 Address Validation Inquiry: SBC-13STATE provides address validation function.

33.4.2.6 Loop Pre-Qualification and Loop Qualification Inquiry:

SBC-13STATE provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

33.4.2.7 Common Language Location Indicator (CLLI) Inquiry:

Provided in SBC-12STATE. Will be available across SBC-13STATE with the Uniform POR Release of Pre-Order interfaces.

33.4.2.8 Connecting Facility Assignment (CFA) Inquiry:

Provided in SBC-12STATE. Will be available across SBC-13STATE with the Uniform POR Release of Pre-Order interfaces.

33.4.2.9 Network Channel/Network Channel Interface (NC/NCI)

Inquiry:

Provided in SBC-12STATE. Will be available across SBC-13STATE with the Uniform POR Release of Pre-Order interfaces.

33.4.4 Electronic Access to Pre-Order Functions:

33.4.4.1 **SBC-SWBT Resale Services Pre-order System**

**Availability:** SBC-SWBT will provide CLEC access to one or more of the following systems:

33.4.4.1.1 Consumer Easy Access Sales Environment (C-EASE):

C-EASE is an ordering entry system through which SBC-SWBT provides CLEC access to the functions of pre-ordering to order SBC-SWBT residential Resale services.

33.4.4.1.2 Business Easy Access Sales Environment (B-EASE):

B-EASE is an ordering entry system through which SBC-SWBT provides CLEC access to the functions of pre-ordering to order SBC-SWBT business Resale services.

33.4.4.1.3 Service Order Retrieval and Distribution (SORD) is

available to order SBC-SWBT Resale service.

33.4.4.2 **PACIFIC and NEVADA Resale Services Pre-Order**

**System Availability:** PACIFIC will provide CLEC access to the following system:

33.4.4.2.1 Service Order Retrieval and Distribution (SORD) is

available for the pre-order function of viewing the CPNI, when SORD is used to order PACIFIC Resale service.

33.4.4.3 **SNET Resale Service Pre-Order System Availability:**

SBC/SNET will provide CLEC access to the following applications through its proprietary W-CIWin interface.

33.4.4.3.1 W-SNAP is an order entry application through which

SNET provides CLEC access to pre-ordering functionality embedded in the ordering tool.

33.4.4.3.2 CCTOOLS is a toolbar that provides icons for

accessing pre-order GUI applications.



33.4.4.3.3 Electronic Forms (EF) is an automated workflow process for obtaining pre-order information for specific complex resale products.

33.4.4.4 **SNET Resale Services, UNE, and LNP-Pre-Order System Availability:** SNET will provide CLEC access to its MSAP:

33.4.4.4.1 MSAP is an Electronic Data Interchange (EDI) based interface which provides access to pre-order functions.

33.4.4.5 **SBC-12STATE Resale Services, UNE and LNP Pre-Order System Availability:** SBC-12STATE will provide CLEC access to the following system:

33.4.4.5.1 An industry standard EDI/CORBA Pre-ordering Gateway is also provided by SBC-12STATE. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA is an application-to-application interface that can be integrated with the CLEC's own systems.

33.4.4.5.2 Enhanced VeriGate is a CLEC interface developed by SBC-12STATE that provides access to the pre-ordering functions. Enhanced VeriGate is accessible via the Web- Toolbar.

#### 33.4.5 Other Pre-order Function Availability:

33.4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

33.4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, SBC-12STATE will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

##### Data Validation Files:

- SAG (Street Address Guide)
- Feature/Service Availability by Switch
- Directory Names
- Class of Service Codes
- USOC (Universal Service Order Codes)
- Community Names
- Yellow Page Headings
- PIC/LPIC (InterLATA/IntraLATA)

### 33.5 **Ordering/Provisioning**

33.5.1 SBC-13STATE provides access to ordering functions via one or more electronic interfaces pursuant to **Section 33.3.1** of this Article. CLEC will format the service request to identify what features, services, or elements it wishes SBC-13STATE to provision in accordance with applicable SBC-13STATE ordering requirements, (where currently available) and/or other ordering requirements which have been mutually agreed, and will be implemented pursuant to **Section 33.3.12** (Change Management) of this Article.

33.5.2 SBC-13STATE will provide CLEC access to one or more of the following systems or interfaces:

**Resale Service Order Request and Provisioning System Availability:**

33.5.3 In SBC-SWBT:

33.5.3.1 R-EASE is available for the ordering of residential Resale services.

33.5.3.2 B-EASE is available for the ordering of business Resale services.

33.5.3.3 A file transmission may be provided to confirm order completions for R-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for CLEC.

33.5.3.4 SORD interface provides CLEC with the ability to create simple and complex Resale orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Web Local Exchange (WebLEX). In addition, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see **Section 33.5.3.5**.

33.5.3.5 As detailed in **Sections 33.5.3.4, 33.5.5.3, 33.5.9.1, 33.5.9.2**, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

Errors occurring between order generation and distribution must be corrected within five (5) hours for a simple order and within twenty-four (24) hours for a complex order;

Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

Service orders will be excluded from calculation of the results for all related performance measurements, described in the Performance Measures Article, as applicable if CLEC fails to correct service order errors within the timeframes specified in this **Section 33.5.3.5**.

Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a SBC-SWBT issued FOC.

33.5.4 In NEVADA only:

33.5.4.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

33.5.4.2 When available, SORD system will support the ordering of all Resale Services.

33.5.5 In PACIFIC only:

33.5.5.1 Intentionally left blank.

33.5.5.2 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

33.5.5.3 SORD system supports the ordering of all Resale Services in SBC-7STATES. If CLEC chooses to use SORD to issue orders in PACIFIC, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. With CLEC being the point of contact for their customer, CLEC agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see **Section 33.5.3.5** above.

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33.5.7 In SNET, Resale ordering is supported by W-CIWin (SNET's proprietary GUI interface).

33.5.7.1 W-SNAP is made available for the ordering of non-complex Resale products and services.

33.5.7.2 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services.

33.5.7.3 Electronic Forms (EF) is an automated workflow process for ordering of specific complex Resale products and services.

**Resale and UNE Service and LNP Order Request and Provisioning System Availability:**

33.5.8 SBC-13STATE makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of SBC-13STATE ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, CLEC and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, CLEC and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

33.5.9 For SBC-SWBT and PACIFIC regions, SORD interface provides CLECs with the ability to create simple and certain complex UNE orders that cannot be initiated through EASE, EDI or WebLEX.

33.5.9.1 For SBC-SWBT, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see **Section 33.5.3.5** above.

33.5.9.2 In SBC-PACIFIC region, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. CLEC shall respond timely to the LSC with correct information regarding orders submitted to SORD in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see **Section 33.5.3.5** above.

33.5.10 Intentionally left blank.

33.5.11 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and SBC will utilize SBC's ordering requirements which are based on industry ASR guidelines developed by OBF. SBC-13STATE support the ordering of Unbundled Dedicated Transport and local interconnection trunks for purposes of this Agreement via an ASR. These ASRs are transmitted to SBC-13STATE via NDM Direct Connect.

33.5.12 For SBC-12STATE, WebLEX is the new uniform ordering GUI

interface that provides access to the uniform ordering functions for Resale Services, UNEs, and Local Number Portability. WebLEX is accessible via a Web Toolbar.

33.5.13 In SNET, MSAP (SBC-13STATE's EDI-based industry standard app-to-app interface) is available for the ordering of both complex and non-complex Resale Services, as well as the ordering of UNEs and Local Number Portability.

### **33.6 Additional Terms For Provisioning**

#### **33.6.1 Provisioning for Resale Services and UNEs in SBC-13STATE:**

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33.6.1.2 Intentionally left blank.

33.6.1.3 When CLEC places an electronic order using SBC's LSOR based ordering system (e.g. EDI and WebLEX) or the ASR-based ordering system, SBC-13STATE will provide CLEC with an electronic confirmation notice. The confirmation notice will follow industry-standard formats and contain the SBC-13STATE due date for order completion. ("Due Date"). Upon completion of an LSR, SBC-13STATE will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when that order was completed.

33.6.1.4 When CLEC places an electronic order using SBC's LSOR based ordering system (e.g. EDI and WebLEX), SBC-13STATE shall provide electronic jeopardy notification of any instances when SBC-13STATE's due dates are in jeopardy of not being met by SBC-13STATE. This notice is known as a jeopardy notice and will be used to notify the CLEC in any instance where a Firm Order Confirmation has been sent and the due date of the order is in jeopardy of being met for any reason. Jeopardy codes are sent at service order level. When CLEC places an electronic order using either SBC's LSOR-based ordering system (e.g. EDI and WebLEX) or the ASR based ordering system, SBC-13STATE shall provide electronic notification when an order contains rejections/errors in any of the data element(s) fields. This notice is known as a reject error notification and such notice will rarely be sent following a firm order confirmation. SBC-13STATE shall give such notice as soon as it identifies the jeopardy or reject.

**33.6.2 Provisioning for Resale Services and UNEs in SBC-12STATE:** SBC-12STATE will provision Resale services and UNEs as detailed in CLEC service order requests. Access to order status on such requests will be provided via the following electronic interfaces:

33.6.2.1 For SBC-12STATE, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, for SBC-SWBT pending orders can be viewed in SORD.

33.6.2.2 For SBC-12STATE, EDI also provides service order status functions, including order acknowledgement, Firm Order Confirmation (FOC), service completion,

and, as available, other provisioning data and information.

**33.6.3 Provisioning for Resale services and UNEs in PACIFIC and NEVADA:** PACIFIC and NEVADA will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders is provided via the following electronic interfaces:

33.6.3.1 For SBC-PACIFIC and SBC-NEVADA, the Pacific Bell Order Dispatch (PBOD) functions via DataGate allows CLEC to check status of basic exchange service orders that require field work. PACIFIC and NEVADA also offers Provisioning order status to check the status of service orders.

### **33.7 Maintenance/Repair**

33.7.1 to 33.7.8 Intentionally left blank.

33.7.9 SBC-13 STATE will provide CLEC access to the following electronic interfaces to place and check the status of trouble reports for Resale, UNEs and LNP:

33.7.9.1 In SBC-7STATE, Trouble Administration (TA) system access provides CLEC with SBC-7STATE software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC End-Users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via SBC-7STATE Classic Toolbar.

33.7.9.2 In PACIFIC and NEVADA, Pacific Bell Service Manager (PBSM) allows CLEC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

33.7.9.3 In SBC-12STATE, Electronic Bonding/Trouble Administration- Graphical User Interface (EBTA-GUI) allows CLEC to issue trouble tickets, view status, and view trouble history on-line.

33.7.9.4 In SBC SNET the maintenance and repair functionality for Resale services and UNEs is available via the MSAP EDI interface. In addition, for Resale products and services, trouble history and trouble status functions are available via CCTOOLS.

33.7.9.5 In SBC-12STATE, Electronic Bonding/Trouble Administration (EB/TA) is an application-to-application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and SBC-12STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and SBC-12STATE will exchange requests over a mutually agreeable X.25-

based network.

### **33.8 Billing And Customer Usage**

33.8.1 SBC-13STATE will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum, SBC-13STATE will provide CLEC billing information in a paper format or via 18 track magnetic tape, as agreed to between CLEC and SBC-13STATE. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.

33.8.1.1 For Resale Services in PACIFIC, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.

33.8.1.2 For Resale Services in SBC-AMERITECH, CLEC may elect to receive its bill on CD.

33.8.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

33.8.2.1 In SBC-SWBT, CLEC may receive Bill Plus<sup>TM</sup>, an electronic version of its bill, as described in, and in accordance with, SBC-SWBT's Local Exchange Tariff.

33.8.2.2 In SBC-SWBT, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Classic Toolbar.

33.8.2.3 In SBC-13STATE, CLEC may receive a mechanized bill format via the EDI 811 transaction set.

33.8.2.4 In SBC-12STATE, CLEC may receive electronically a Usage Extract Feed, or in SBC 13STATE, a Daily Usage Feed (DUF). On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMR format.

33.8.2.5 Intentionally left blank.

33.8.2.6 In SBC-13STATE, CLEC may receive a Billing Detail File on cartridge or 18 track magnetic tape.

33.8.2.7 In SBC-AMERITECH, CLEC may receive a mechanized bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.

33.8.3 Electronic access to billing information for UNEs (and for LNP and interconnection trunks where noted below) will also be available via the following interfaces:

33.8.3.1 For UNEs, LNP, and interconnection trunks, SBC-13STATE makes available to CLEC a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.

33.8.3.2 In SBC-SWBT, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Classic Toolbar.

33.8.3.3 In SBC-12STATE, CLEC will receive a Usage Extract Feed, or in SBC 13STATE, a Daily Usage Feed (DUF), electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Record (EMR) format.

### **33.9 Local Account Maintenance**

#### **Loss Notification**

33.9.1 SBC-13STATE will provide Loss Notifications. This notification alerts CLEC that a change requested by another Telecommunications Carrier (TC) has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application-to-application interface using the 836 transaction, and will also be available via the uniform ordering GUI interface. The current loss notification processes via industry standard CARE record format will remain in effect until full implementation and testing of the new Loss Notification processes is completed.

#### **Change of Preferred InterLATA or IntraLATA Carrier**

33.9.2 SBC-13STATE shall accept and process the following types of preferred carrier changes sent by CLEC for end users subscribing to CLEC local service: (1) intraLATA toll, and (2) interLATA toll.

33.9.3 When an CLEC end user authorizes a change of one of its preferred carrier designations, CLEC shall notify SBC-13STATE of this change using a Local Service Request ("LSR") which it will send to SBC-13STATE over the ordering gateway for provisioning local service. SBC-13STATE will not accept requests to change the PIC on a Resale, UNE Port or UNE Loop with Port Combination service via the CARE process. SBC-13STATE will follow industry guidelines in rejecting requests received via the CARE process.

33.9.4 CLEC acknowledges that these orders shall be processed via LSR Change orders and not the industry-standard PIC change process which is used with retail accounts.

### **33.10 Remote Access Facility**

33.10.1 For the SBC-SWBT region, CLEC must access the following OSS interfaces via a SWBT Remote Access Facility (LRAF) located in Dallas, Texas: R-EASE; B-



EASE; EDI-Ordering (via EDI Interactive Agent); EDI-PreOrdering (via EDI Interactive Agent or CORBA); SORD; Electronic Bonding/Trouble Administration “EB/TA”; Toolbar Trouble Administration; EBTA-GUI; Enhanced Verigate, WebLEX, and Bill Information. Connection to the LRAF will be established via a “port” either through dial-up or direct connection as described in **Section 33.10.4**.

33.10.2 In PACIFIC and NEVADA regions, CLEC must access the following OSS interfaces via a Pacific Remote Access Facility (PRAF) located in Fairfield, California: EDI-Ordering (via EDI/SSL); EDI-PreOrdering (via EDI/SSL or CORBA); SORD; Electronic Bonding/Trouble Administration (via EB/TA); Toolbar; Enhanced Verigate; WebLEX; and PBSM. Connection to the PRAF will be established via a “port” either through dial-up or direct connection as described in **Section 33.10.4**; provided, however, that CLEC may, at its option, interface with PACIFIC’s EDI ordering application as described above through SBC’s Local Remote Access Facility (“LRAF”). If CLEC chooses to use the LRAF for electronic orders, all CLEC EDI orders must be transmitted to the LRAF and none may be sent via the PRAF.

33.10.3 In the Ameritech region, CLEC must access the following OSS interfaces via an Ameritech Remote Access Facility (ARAF) located in Chicago, Illinois. EDI-Ordering; Electronic Bonding/Trouble Administration (via EB/TA); Toolbar; Enhanced Verigate; and WebLEX Connection to the ARAF will be established via a “port” either through dial-up or direct connection as described in **Section 33.10.4**; provided, however, that CLEC may, at its option, interface with SBC-AMERITECH’s EDI ordering application as described above through SBC’s Local Remote Access Facility (“LRAF”). If CLEC chooses to use the LRAF for electronic orders, all CLEC EDI orders must be transmitted to the LRAF and none may be sent via the ARAF.

33.10.4 For SBC-13STATE, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay “Direct Connections,” CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the RAF. Switched Access “Dial-up Connections” require CLEC to provide its own modems and connection to the SBCRAF. CLEC shall pay the cost of the call if Switched Access is used.

33.10.5 For SBC-13STATE, CLEC shall use TCP/IP to access SBC-13STATE OSS via an SBC RAF. In addition, CLEC shall have at least one unique public-registered Internet Protocol (IP) network address subnet per region. CLEC shall maintain a user-id / password unique to each individual for accessing an SBC-13STATE OSS on CLEC’s behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

33.10.6 For SBC-13STATE, CLEC shall attend and participate in implementation meetings to discuss CLEC RAF access plans in detail and schedule testing of such connections.

33.10.7 For SBC-13STATE region, CLEC may use a private line connection. CLEC shall provide and maintain own router and CSU/DSU.

33.10.8 For dedicated RAF locations (e.g. LRAF, PRAF, ARAF, and SRAF) if CLEC wants to establish connectivity for the first time, or if CLEC wants to upgrade their existing connection, then SBC will provide specifications for connecting to the new dedicated RAF facility. CLEC connections to any other facility within the SBC-13STATE service areas will become grandfathered and no new CLEC connections will be made to such non-dedicated facilities.

### **33.11 Data Connection Security Requirements**

33.11.1 CLEC agrees that interconnection of CLEC data facilities with SBC-13STATE data facilities for access to OSS will be in compliance with the applicable regional interconnection procedures: "SBC-13STATE Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, current at the time of initial interconnection in each region for access to SBC-13STATE's OSS. The following additional terms in this section govern direct and dial up connections between CLEC and SBC-13STATE for access to OSS Interfaces:

#### **33.11.2 Joint Security Requirements.**

33.11.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).

33.11.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, userID assignment, user request records, system configuration, and time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

33.11.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.

33.11.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

33.11.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either CLEC or SBC-13STATE network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to

meet building and safety standards.

33.11.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

33.11.3 Additional Responsibilities of Both Parties.

33.11.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on SBC-13STATE's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

33.11.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

33.11.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

33.11.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

33.11.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

33.11.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or SBC-13STATE, as appropriate to the ownership of a failed component. As necessary, CLEC and SBC-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.

33.11.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:

33.11.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. **Sections 33.11.5** through **33.11.11** summarize the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or SBC-13STATE, respectively, as the providers of the computer, network or information in question.

33.11.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Article. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

33.11.5 General Policies.

33.11.5.1 Each Party's resources are for approved business purposes only.

33.11.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

33.11.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

33.11.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

33.11.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

33.11.6 User Identification.

33.11.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

33.11.6.2 User identification shall be accomplished by the assignment of

a unique, permanent userid, and each userid shall have an associated identification number for security purposes.

33.11.6.3 Userids will be revalidated on a monthly basis.

33.11.7 User Authentication.

33.11.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one time passwords, digital signatures, etc.) may be required in the future.

33.11.7.2 Passwords must not be stored in script files.

33.11.7.3 Passwords must be entered by the user in real time.

33.11.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the userid; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

33.11.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

33.11.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

33.11.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

33.11.8 Access and Session Control.

33.11.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

33.11.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

33.11.9 User Authorization.

On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

### 33.11.10 Software And Data Integrity.

33.11.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

33.11.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

33.11.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be accessed through the direct connection or dial up access to OSS Interfaces.

33.11.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

### 33.11.11 Monitoring And Audit.

33.11.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (SBC-13STATE or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

33.11.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

## **33.12 Cooperative Testing And Training**

33.12.1 Prior to introduction of new applications or interfaces, or modifications of the same, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.

33.12.2 Prior to live system usage, CLEC must complete user education classes for SBC-13STATE-provided interfaces that affect the SBC-13STATE network. Course

descriptions for all available classes by region are posted on the CLEC website in the Customer Education Section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

33.12.3 Charges will apply for each class as set forth above. A separate registration form will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC and SBC-13STATE agree that charges will be billed by SBC-13STATE and CLEC's payment is due 30 days after receipt of the invoice. CLEC agrees to provide to SBC-13STATE completed registration forms for each student no later than one week prior to the scheduled training class. CLEC agrees to pay a cancellation fee for the full price noted in the separate agreement if CLEC cancels scheduled classes less than two weeks prior to the scheduled start date. Should SBC-13STATE cancel a class for which CLEC is registered less than two weeks prior to the scheduled start date of that class, SBC-13STATE will waive the charges for the rescheduled class of the registered students.

33.12.4 CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

33.12.5 CLEC may request that classes be scheduled on particular dates. Class dates will be based upon CLEC request and SBC-13STATE availability, and will be coordinated among CLEC, CLEC's SBC-13STATE Account Manager, and SBC-13STATE Industry Markets CLEC Training Product Management.

33.12.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SBC-13STATE system are strictly prohibited.

33.12.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of SBC-13STATE's OSS in accordance with this Article and shall be deemed

“Proprietary Information” and subject to the terms, conditions and limitations of **Article XX**.

### **33.13 Miscellaneous Charges**

33.13.1 There are no charges for access to SBC-13STATE's OSS systems. Any miscellaneous charges will be at the rates set forth in the **Pricing Schedule**. Subject to and in accordance with the commitments made by SBC in connection with the SBC-AMERITECH merger, SBC-13STATE reserves its right to seek Commission approval for recovery of OSS costs, and CLEC reserves its right to challenge such recovery. Both Parties agree to comply with the resulting Commission decision, pending their rights to pursue any appeal that might be brought of such decision.

33.13.2 For SBC-SWBT region only, when CLEC requests Bill Plus™, it agrees to pay applicable tariffed rate, less Resale discount.

33.13.3 For SBC-7STATE, when CLEC requests the billing function for Usage Billable Records, it agrees to pay established rates pursuant to the **Pricing Schedule**.

33.13.4 For SBC-7STATE, when CLEC requests the Local Disconnect Report, it agrees to pay \$0.003 per entry.

33.13.5 For SBC-13STATE, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by SBC-13STATE on an Individual Case Basis (ICB) and priced as such.

SBC-SNET will charge for the Billing Detail File, Daily Usage Feed, and Loss Notification File at rates filed and approved by the Department of Public Utilities of Connecticut.